

Jerry C. Carter, Esq. (NSBN 5905)
Katlyn C. Mathy, Esq. (NSBN 16276)
SIERRA CREST BUSINESS LAW GROUP
691 Sierra Rose Drive, Suite B
Reno, Nevada 89511
Telephone: (775) 448-6070
jcarter@sierracrestlaw.com
kmathy@sierracrestlaw.com
*Counsel for Defendants High Desert Plumbing L.L.C.
dba Johnson Plumbing, JPH&A LLC, and
Western Surety Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BOARD OF TRUSTEES OF THE U.A.
LOCAL 350 HEALTH, WELFARE, AND
VACATION TRUST FUND; BOARD OF
TRUSTEES OF THE U.A. LOCAL 350
RETIREE HEALTH AND WELFARE PLAN;
BOARD OF TRUSTEES OF THE U.A.
LOCAL 350 DEFINED CONTRIBUTION
AND 401(k) PLAN; BOARD OF TRUSTEES
OF THE U.A. LOCAL 350 JOINT
APPRENTICESHIP TRAINING TRUST
FUND; BOARD OF TRUSTEES OF THE
NORTHERN NEVADA PLUMBERS &
PIPEFITTERS VARIABLE DEFINED
BENEFIT PLAN,

Plaintiffs,

v.

HIGH DESERT PLUMBING L.L.C. d/b/a
JOHNSON PLUMBING, a Nevada limited
liability company; JPH&A LLC, a Nevada
limited liability company; WESTERN
SURETY COMPANY, a South Dakota
corporation; DOES 1-10, inclusive; ROE
ENTITIES I-X, inclusive,

Defendants.

Case No. 3:22-cv-00553-MMD-CLB

**STIPULATION AND ORDER FOR
DISMISSAL WITHOUT PREJUDICE**

Plaintiffs BOARD OF TRUSTEES OF THE U.A. LOCAL 350 HEALTH, WELFARE,
AND VACATION TRUST FUND; BOARD OF TRUSTEES OF THE U.A. LOCAL 350
RETIREE HEALTH AND WELFARE PLAN; BOARD OF TRUSTEES OF THE U.A. LOCAL
350 DEFINED CONTRIBUTION AND 401(k) PLAN; BOARD OF TRUSTEES OF THE U.A.

1 LOCAL 350 JOINT APPRENTICESHIP TRAINING TRUST FUND; and BOARD OF
2 TRUSTEES OF THE NORTHERN NEVADA PLUMBERS & PIPEFITTERS VARIABLE
3 DEFINED BENEFIT PLAN (collectively “Plaintiffs”), by and through their undersigned counsel,
4 and Defendants HIGH DESERT PLUMBING L.L.C. d/b/a JOHNSON PLUMBING, a Nevada
5 limited liability company; JPH&A LLC, a Nevada limited liability company; and WESTERN
6 SURETY COMPANY, a South Dakota corporation (collectively “Defendants”), by and through
7 their undersigned counsel, (Defendants and Plaintiffs, collectively, the “Parties”), pursuant to
8 FRCP 41(a)(1)(A)(ii), hereby stipulate and agree to dismiss Plaintiffs’ Complaint and this action
9 without prejudice, with each Party to bear its/their own attorney’s fees and costs.

10 Consistent with the foregoing, the Parties, by and through their respective counsel, hereby
11 respectfully request that the Court enter an Order: (i) approving the Parties’ stipulation,
12 (ii) dismissing Plaintiffs’ Complaint and this action without prejudice, and (iii) vacating all
13 deadlines set forth in the Scheduling Order, as well as any and all other scheduled hearings, dates,
14 or deadlines in this matter, with each Party to bear its/their own attorney’s fees and costs.

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1 IT IS SO STIPULATED AND AGREED.

2 Dated this 25th day of May, 2023.

3 SIERRA CREST BUSINESS LAW GROUP McDONALD CARANO LLP

4 By: /s/ Katlyn C. Mathy

5 Jerry C. Carter, Esq. (NSBN 5905)
6 Katlyn C. Mathy, Esq. (NSBN 16276)
7 691 Sierra Rose Drive, Suite B
8 Reno, Nevada 89511

9 *Counsel for Defendants*

By: /s/ Philip M. Mannelly

Adam Hosmer-Henner (NSBN 12779)
Philip Mannelly (NSBN 14236)
Chelsea Latino (NSBN 14227)
Kiley Harrison (NSBN 16092)
McDONALD CARANO LLP
100 West Liberty Street, Tenth Floor
Reno, Nevada 89501

Lois H. Chang (CA Bar No. 278146)
Xudong (Brian) Fan (CA Bar No. 342024)
NEYHART, ANDERSON, FLYNN &
GROSBOLL, APC
369 Pine Street, Suite 800
San Francisco, California 94104

Counsel for Plaintiffs

15 IT IS SO ORDERED.

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18 UNITED STATES DISTRICT JUDGE

19 DATED: 5/26/2023